

Atlantic wood industries

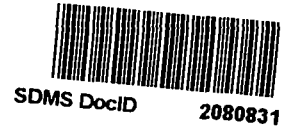
INCORPORATED

PRESSURE TREATED FOREST PRODUCTS P.O. BOX 1608, SAVANNAH, GEORGIA 31402-1608

PHONE (912) 964-1234

FAX (912) 964-2633

July 7, 1994



Mr. David J. Iacono, P.E.
Remedial Project Manager, 3HW41
U.S. EPA
841 Chestnut Building
Philadelphia, PA 19107-4431

RE: Atlantic Wood Industries, Inc.
Portsmouth, VA

Dear Mr. Iacono:

As we discussed earlier in the week, enclosed are copies of documents regarding the disposal practices of the U.S. Navy. I have marked sections which discuss the acetylene sludge and other disposal activities adjacent to AWII's western property boundary.

If you have any questions, please contact me.

Sincerely,

ATLANTIC WOOD INDUSTRIES, INC.

A handwritten signature in dark ink, appearing to read "Ross F. Worsham", is positioned above the typed name.

Ross F. Worsham
Sr. Environmental Engineer

RFW/wb

enclosure

xc: E. A. Kurent - w/enclosures

In reply, address
Commandant, Norfolk Navy Yard
Portsmouth, Va.

NORFOLK NAVY YARD

VB

Refer to
File No. N1/N33-1(19-8-MYQ-2/26) PORTSMOUTH, VA.
Encl. (1)

Savannah Creosoting Company,
P. O. Box 553,
Portsmouth, Virginia.

Attention: Mr. C. H. Slingluff

Subject: Parking space adjacent to Route 337.


Gentlemen:

1. The enclosed print, No. 17825, shows the area which the Government desires to lease for use as parking space. It is larger than area "B", offered the Government in your letter of September 28, 1942, but agrees with the area discussed with the Navy Yard representative recently.

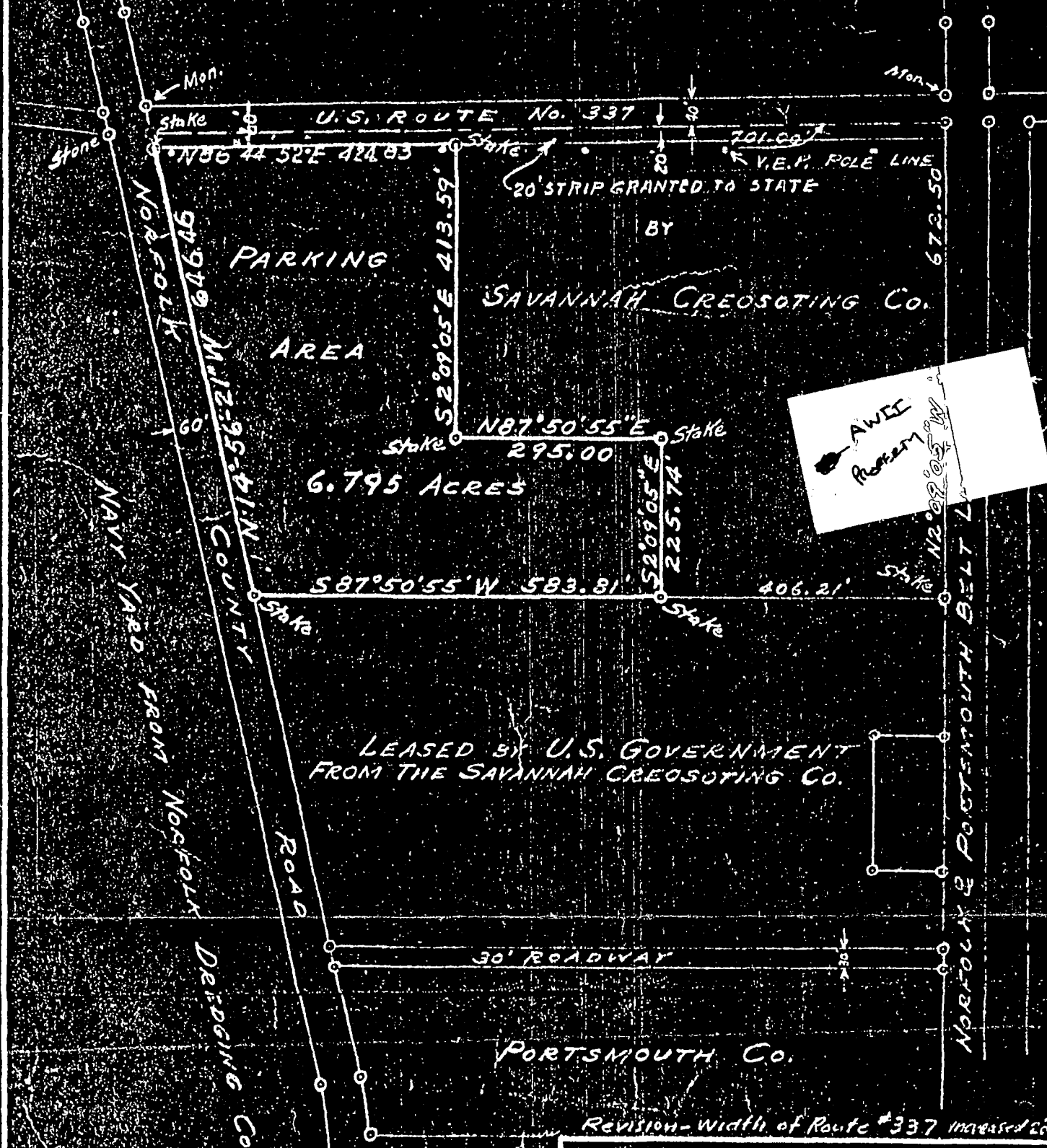
2. The Government desires to fill and drain this area. The proposed main drainage ditch 20' wide at the top will extend along the boundary line dividing your property from the Norfolk County Road, formerly the V.E.P. right-of-way. The ditch will receive the drainage from the area north of the Belt Line Railroad through a 54" drain pipe and extend from Route 337 to Paradise Creek.

By direction of the Commandant,

Very truly yours,


C. W. CORYELL,
Commander (CEC), U.S.N.

NAVY YARD SALVAGE YARD



AWEE
Robert

LEASED BY U.S. GOVERNMENT
FROM THE SAVANNAH CREOSOTING CO.

REVISION - Width of Route #337 increased 20'

NORFOLK NAVY YARD, PORTSMOUTH, VA.
PARKING AREA TO BE
LEASED FROM THE
SAVANNAH CREOSOTING CO.

APPROVED

2/12/54

SCALE

1" = 200'

17825

ENCL. PARKING

*Original
in Navy file*

C O P Y

NORFOLK NAVAL SHIPYARD

Portsmouth, Va. GD

Refer To

File No. N1(19)(431)8/23

August 3, 1948

The Atlantic Creosoting Company, Inc.
Box 553
Portsmouth, Virginia

Attention: Mr. C. H. Slingluff

Subject: Supplemental Agreement to Lease NOy(R)-32504 with the
Atlantic Creosoting Company, Inc., Covering 10.26 Acres of
Land in Norfolk, Virginia.

Gentlemen:

There is enclosed herewith for your files one (1) copy of Supplemental Agreement to Lease NOy(R)-32504, fully executed by the Government and your Company officials.

As stipulated therein, the subject lease was terminated as of 30 June 1948, at which time you accepted its surrender and assumed custody and care of the premises.

Please acknowledge receipt of this letter and copy of agreement.

Yours very truly,

C. L. STRAIN
Captain (CEC), USN
Public Works Officer

Copies
SUPPLEMENTAL AGREEMENT
TO
LEASE NOY(R)-32504

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of this 30th day of June 1948, by and between THE ATLANTIC CREOSOTING COMPANY, INC., (successors to The Savannah Creosoting Company), a corporation organized and existing under the laws of the State of Maryland, whose address is Box 553, Portsmouth, Virginia, for itself, its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH

WHEREAS, on the 1st day of January 1943, The Savannah Creosoting Company and the Government entered into Contract NOY(R)-32504, providing for the leasing of the following described premises, viz:

Beginning at a point on the west right-of-way line of the Norfolk and Portsmouth Belt Line Railroad, S 2° 09' 05" E, 672.5 feet from the intersection with the south side of State Highway No. 337, with the west line of the right-of-way of the Norfolk and Portsmouth Belt Line Railroad, thence along said west right of way line, S 2° 09' 05" E, 195 feet to a point, thence S 87° 50' 55" W, 100 feet to a point, thence S 2° 09' 05" E, 195 feet to a point, thence N 87° 50' 55" E, 100 feet to a point on the west right-of-way line of the Norfolk and Portsmouth Belt Line Railroad, thence along said right-of-way line S 2° 09' 05" E 110 feet, to a point, being the southeast corner of the herein described property, thence along the south line of property S 87° 50' 55" W, 876.54 feet to the east line of a County Road (formerly right-of-way of the Virginia Electric and Power Company), thence along said east line N 14° 56' 21" W, 512.72 feet to a point, thence N 87° 50' 55" E, 990.02 feet to the point of beginning and containing 10.26 acres, all as shown on Norfolk Navy Yard plan No. 16989, and as further described in plat attached to said lease.

for the period beginning 1 January 1943, and ending 30 June 1944 with option of renewal for annual periods thereafter, and said lease was duly renewed by the Government to 30 June 1949; and,

WHEREAS, on December 31, 1944, The Savannah Creosoting Company changed its name and amended its charter to become known as The Atlantic Creosoting Company, Inc., and,

WHEREAS, the parties hereto agree to the termination of Lease NOY(R)-32504, as of 30 June 1948; and,

WHEREAS, the Government has placed upon said premises 3,264 lineal feet of railroad track, 3 complete switches and 2,240 lineal feet of 8" cast iron fresh water pipe with hydrants, it being agreed same shall remain the property of the Government; and,

WHEREAS, the Lessor has offered to pay the Government the sum of Five Thousand Dollars (\$5,000.00) for the installations placed on said property set forth above and waive any and all claims it may have against the Government arising out of its use and occupancy of the property under said lease; and,

WHEREAS, it has been determined to be to the advantage and interest of the Government to accept the offer of the Lessor as set forth in the paragraph last above.

NOW, THEREFORE, in consideration of the premises, the parties hereto do mutually agree as follows:

1. Lease NOy(R)-32504 shall be and is hereby cancelled and terminated as of 30 June 1948.

2.,The Government does hereby remise, release and quitclaim unto the Lessor as of 30 June 1948, all right, title and interest in and to the leased premises and all right, tital and interest in and to the 3,264 lineal feet of railroad track, 3 complete switches and 2,240 lineal feet of 8" cast iron fresh water pipe and hydrants located on the demised premises for the consideration of Five Thousand Dollars (\$5,000.00) to be paid by the Lessor to the Government.

3. The Lessor, as of 30 June 1948, does hereby remise, release and forever discharge the Government, its officers, agents and employees of and from any and all manner of actions, liability and claims (except any unpaid rent for the period ending 30 June 1948) against the Government, its officers, agents and employees for any restoration of said premises or by reason of any other matter, cause or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises.

4. The Lessor hereby accepts the surrender of said lease and assumes custody and care of the premises as of 30 June 1948, the Government thereafter being relieved from any further responsibility therefor.

5.,No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

WITNESS:

ATLANTIC CREOSOTING COMPANY, INC.

E. E. Harrison

By: C. H. S.
Vice-President.

UNITED STATES OF AMERICA

By: Wilford P. Trencher
By direction of the Chief of the
Bureau of Yards and Docks acting
under the direction of the
Secretary of the Navy.

I, Col Fay, certify that I am the Assistant Secretary of the corporation named as Lessor in the attached agreement; that C. D. Klingluff, who signed said agreement on behalf of the Lessor, was then Vice-President of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

July 23, 1951

P. O. Box 553,
Portsmouth, Va.

Commander Van Liew, Public Works Officer
Norfolk Naval Shipyard
Portsmouth, Virginia

Dear Sir:

For several years, the Norfolk Naval Shipyard has been ~~discharging lime from their barge float on the main yard in the creek separating the property of the Atlantic Creosoting Company from the Navy Yard on the Southern Branch of the Elizabeth River.~~ All the rain fall on the west ~~and~~ the south side of our property has always emptied into this creek. It now appears that our drainage line will no longer be able to flow into the creek, because the lime deposits have brought the level of this creek up so that it is now higher than our property. As a result, water which should flow into the creek now stands as stagnate water on the Southwest corner of our property.

I would appreciate if you will send someone over here to look over this condition with me so that this situation can be corrected.

Very truly yours,

ATLANTIC CREOSOTING COMPANY, INC.

By

C. H. Slingluff,
Vice-President.

CHS:CEH

In reply, address
Commander, Norfolk Naval Shipyard
Portsmouth, Va.

NORFOLK NAVAL SHIPYARD
PORTSMOUTH, VA.



Refer To
File No. N26-6(446)

AUG 16 1951

Atlantic Creosoting Company
Post Office Box 553
Portsmouth, Virginia

AUG 15

Attention Mr. C. H. Slingluff

Subject: Sludge Disposal from Acetylene Plant to Southern Branch of
the Elizabeth River

Gentlemen:

Receipt is acknowledged of your letter of 23 July 1951 regarding the
blocking of drainage from your property as a result of sludge discharge
from the Acetylene Plant.

~~The Shipyard is considering several proposals for a more adequate dis-
posal of sludge from the Acetylene Plant, and as a temporary measure,~~
work has already been started to correct existing conditions and provide
outfall for your drainage.

Interruption of your drainage outfall is regretted, and the Shipyard plans
to take an active measure toward a final solution of the problem.

Very truly yours,

R. E. Van Liew

R. E. VAN LIEW
Commander (CEC), USN
Public Works Officer

*RVL - 9
note & return*